

EXHIBIT 5A



Participating Escrow Bank Agreement

This Participating Escrow Bank Agreement (“Agreement”), dated this _____ day of _____, 20____, is made between _____ (“Bank”) and The Options Clearing Corporation, a Delaware corporation (“OCC”) in respect of Bank’s participation in OCC’s Escrow Deposit Program (the “Program”).

WHEREAS, Bank desires to participate in the Program, under which, in order to cover their obligations as writers of option contracts issued by OCC, customers of Bank may from time to time deposit with Bank, in escrow, cash and/or securities, and Bank may in turn effect escrow deposits of such cash and securities with OCC (“Deposits”), and effect withdrawals or “roll overs” of such Deposits;

WHEREAS, OCC desires to admit Bank as a participating escrow bank in the Program (a “Participating Escrow Bank”), subject to the terms and conditions set forth herein and the provisions of OCC’s By-Laws and Rules (together, the “Rules”) relating to the Program (the “Program Rules”), as described in greater detail in Section 2 below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Representations, Warranties and Covenants of Bank.** As of the date set forth above and subsequently upon effecting a Deposit or submitting an instruction with respect to a Deposit, Bank represents and warrants to OCC that it satisfies the following Participating Escrow Bank eligibility criteria:
 - a. Bank is a bank or trust company organized under the laws of the United States or any state thereof, or a branch of a foreign bank, in either case doing business under the laws of any state or of the United States and supervised and examined by a state or federal authority having supervision over banks or trust companies.
 - b. Equity attributable to all outstanding shares of capital stock issued by Bank is not less than the minimum amount specified by OCC to Bank in connection with this Agreement and set forth in such schedule or other form as OCC may make available to Bank.
 - c. If Bank effects any Deposit of securities under the Program, Bank is a Participant of The Depository Trust Company and, if Bank effects any Deposit of cash under the Program, Bank will establish an “approved account” at Bank for each customer participating in the Program, as described in the Program Rules, for holding such cash Deposits and will enter into an Escrow Program Tri-Party Agreement (“Tri-Party Agreement”) with OCC and each customer.
 - d. Neither the execution and delivery of this Agreement, nor any act to be performed pursuant to this Agreement by, or on behalf of, Bank, will violate Bank’s charter, bylaws or other organizational documents, or any other material agreement which is binding upon Bank, or any provisions of law applicable to Bank.
 - e. This Agreement is the legal, valid and binding obligation of Bank, enforceable against Bank in accordance with its terms, subject to the effects of bankruptcy, insolvency and equitable principles.

Bank covenants and agrees that it will continue to satisfy the foregoing Participating Escrow Bank eligibility criteria during the term of this Agreement; provided, that with respect to the eligibility criteria in Section 1.b above, Bank will maintain sufficient equity attributable to all outstanding shares of capital stock issued by Bank in an amount not less than the amount specified by OCC from time to time, provided that Bank may terminate this Agreement immediately upon the effectiveness of an increase in the capital requirement that would cause it to no longer be eligible to be a Participating Escrow Bank.

2. **Compliance with and Incorporation of Program Rules.** Bank shall abide by the Program Rules and shall be bound by all the provisions thereof and by all operating procedures adopted by OCC pursuant thereto, as either may be amended from time to time, including without limitation the financial requirements specified in Rule 610C(j)(8). The Program Rules shall be a part of the terms and conditions of every Deposit that may be made or maintained by Bank or any customer of Bank with OCC, while Bank is a Participating Escrow Bank. The following provisions of the Rules shall constitute the Program Rules, provided that OCC may amend this list to reflect one or more Program Rules' ceasing to be effective or in connection with any amendment to the Program Rules adopted pursuant to Section 3 below:

Article I of OCC's By-Laws – Definitions

Article XVII of OCC's By-Laws – Index Options and Certain Other Cash-Settled Options – Section 1 –
Definitions

Chapter I of OCC's Rules – Definitions

OCC Rules 610, 610A, 610B and 610C – Deposits in Lieu of Margin

3. **Amendment.** No provision of this Agreement may be amended, supplemented or modified, or any of its terms waived, except by a written instrument executed by OCC and Bank, provided that Bank shall be bound by any amendment to the Program Rules and by all operating procedures adopted by OCC pursuant thereto as fully as though such amendment were now a part of the Program Rules or operating procedures without further consent by Bank. OCC agrees to provide 60 days' written notice prior to implementation of any amendments to the Program Rules. Bank may terminate this Agreement upon written notice to OCC within 30 days of such notification, with effectiveness as of the later of the implementation of such amendments to the Program Rules or applicable procedures or the receipt by OCC of such notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date until such Deposits are withdrawn or released, provided that during such period such rule change shall not be effective with respect to such Deposits.
4. **Instructions of OCC/UCC Jurisdiction.** Bank agrees that it will follow disbursement directions of OCC with respect to cash included within Deposits promptly and fully without further consent by the customer. Bank shall have no duty to investigate or make any determinations as to whether OCC is entitled to give disbursement directions with respect to Deposits and shall comply with such disbursement directions without regard to the authority or lack of authority to give such disbursement directions. Bank agrees that its "jurisdiction" (as described in Section 8-110 and 9-304 of the Uniform Commercial Code) for purposes of the Uniform Commercial Code as in effect in the State of Illinois is the State of Illinois.
5. **Binding Court Order or Judgment.** Nothing herein shall be deemed to require Bank to deliver a Deposit or any portion thereof in contravention of any court order or judgment binding on Bank in its capacity as Participating Escrow Bank, [which on its face affects such Deposit or portion thereof] [OPEN POINT]. Bank agrees that it will not take any action to cause the issuance of an order described in the preceding sentence.
6. **Default by Bank.** If at any time (a) Bank fails to comply with its obligations under this Agreement or the Program Rules, (b) any representation and warranty made or deemed made by the Bank hereunder or under the Program Rules is determined to have been false or misleading when made or deemed made or (c) Bank becomes insolvent (each a "Bank Default"), OCC shall have all remedies available to it under this Agreement, the Program Rules and all procedures adopted by OCC pursuant thereto, as well as all remedies available to it under applicable law (subject in all respects to Section 14 below).
7. **Term/Termination.** Either OCC or Bank may terminate this Agreement for any reason on 45 days' prior written notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date, until such Deposits are withdrawn or released. Upon the occurrence of a Bank Default, OCC may terminate this Agreement immediately and disregard any existing Deposits pursuant to Rule 610C(r).
8. **Access to Rules.** Bank acknowledges that it has access to a copy of the Program Rules on OCC's website and has reviewed the Program Rules as in effect at the date of this Agreement.

- 9. **Secure Website Access Agreement.** Bank’s use of OCC’s Escrow Deposit Processing System in connection with the transactions contemplated by this Agreement shall be governed by the Secure Website Access Agreement entered into between the Bank and OCC.
- 10. **Assignment; Beneficiaries.** The rights and obligations of Bank hereunder shall not be assignable without the written consent of OCC. This Agreement shall be binding upon, and inure to the benefit of, Bank and its successors and assigns, and shall also inure to the benefit of OCC and its successors and assigns.
- 11. **GOVERNING LAW AND CONSENT TO JURISDICTION.** THIS AGREEMENT IS DEEMED TO BE MADE UNDER, AND SHALL BE CONSTRUED BY, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. BANK IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE PROGRAM. OCC AND BANK WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROGRAM.
- 12. **Miscellaneous.** No failure by OCC to exercise, and no delay in exercising, any right under this Agreement waives that right. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together shall constitute one instrument. This Agreement, including the Program Rules and all operating procedures adopted by OCC pursuant thereto, constitutes the entire agreement and understanding between the parties with respect to the Program. In the event that any one or more of the provisions in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Section headings used in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.
- 13. **Notices.** All notices or other communications to be given in writing shall be sent to the addresses provided below. In addition, any notice of a material change from Bank pursuant to Rule 610C(1) shall also be provided via email to [banknotifications@occ.com] [**OCC TO CONFIRM.**]
- 14. **Limitation of Bank Liability.** Bank has no duties with respect to the Program other than those expressly set forth herein, in each Tri-Party Agreement to which Bank is a party, and in the Program Rules and operating procedures. Bank shall have no liability for losses arising in connection with the Program other than those caused by its own breach of its obligations in respect of the Program (including a breach of this Agreement or any Tri-Party Agreement among OCC, Bank and any customer of Bank or a violation of the Program Rules) or by its own negligence, fraud or willful misconduct. Bank shall not be liable for any special, indirect, consequential or punitive damages of any form incurred by any person or entity with respect to Bank’s performance or non-performance under this Agreement. In addition, Bank shall have no liability for any damage, loss, expense or liability of any nature that OCC or Customer may suffer or incur caused by an event beyond the control of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, as of the date first set forth above.

THE OPTIONS CLEARING CORPORATION

BANK

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Address:

Address:

Email:

Email:

Attn: General Counsel



~~AMENDED AND RESTATED ON-LINE ESCROW DEPOSIT AGREEMENT~~

Participating Escrow Bank Agreement

This Participating Escrow Bank Agreement (“Agreement”), dated this _____ day of ~~20___~~, between (“~~Bank~~”),
 _____, 20___, is made between

_____ (“~~Bank~~”) and The Options Clearing Corporation, a Delaware corporation
 in OCC’s Escrow Deposit Program (the “Program”).

~~and THE OPTIONS CLEARING CORPORATION, a Delaware corporation (“OCC”);~~

WITNESSETH:

WHEREAS, Bank desires to participate in the Program, under which, in order to cover their obligations as writers of option contracts issued by OCC, customers of ~~the Bank~~ may from time to time deposit with ~~the Bank~~, in escrow, ~~(i) the underlying securities in respect of any equity call option contract, (ii) cash, securities with a fixed principal amount issued or guaranteed by the United States and having one year or less to maturity (“Short Term U.S. Government Securities”), and/or common stocks in respect of any index call option contract, or (iii), cash and/or Short Term U.S. Government Securities in respect of any equity or index put option contract (collectively, the “deposit” or the “escrow deposit”); and cash and/or securities, and Bank may in turn effect escrow deposits of such cash and securities with OCC (“Deposits”), and effect withdrawals or “roll overs” of such Deposits;~~

WHEREAS, OCC ~~and the Bank desire to amend and restate the procedures whereby deposits may be confirmed, “rolled over” to cover other option writing transactions, and withdrawn;~~ desires to admit Bank as a participating escrow bank in the Program (a “Participating Escrow Bank”), subject to the terms and conditions set forth herein and the provisions of OCC’s By-Laws and Rules (together, the “Rules”) relating to the Program (the “Program Rules”), as described in greater detail in Section 2 below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Representations, Warranties and Covenants of Bank. As of the date set forth above and subsequently upon effecting a Deposit or submitting an instruction with respect to a Deposit, Bank represents and warrants to OCC that it satisfies the following Participating Escrow Bank eligibility criteria:

~~I.~~ **BANK’S REPRESENTATIONS**

~~1.~~ **General.**

~~Upon submitting any escrow deposit instruction or escrow rollover instruction (“Instruction”) to OCC, the Bank shall be deemed to represent and warrant to OCC, and to agree with OCC, as follows:~~

~~1.1a.~~ The Bank is a bank or trust company organized under the laws of the United States or ~~a~~ any state

thereof, or a branch of a foreign bank, in either case doing business under the laws of any state or of the United States and supervised and examined by a state or federal authority having supervision over banks or trust companies.

~~1.2b. The equity~~ Equity attributable to all outstanding shares of capital stock issued by ~~the~~ Bank is not less than the minimum amount specified by OCC to Bank in connection with this Agreement and set forth in such schedule or other form as OCC may make available to Bank.

~~than \$20,000,000.~~

~~1.3. Either (i) the total amount of cash and securities (valuing securities at current market value) held~~

- c. If Bank effects any Deposit of securities under the Program, Bank is a Participant of The Depository Trust Company and, if Bank effects any Deposit of cash under the Program, Bank will establish an “approved account” at Bank for each customer participating in the Program, as described in the Program Rules, for holding such cash Deposits and will enter into an Escrow Program Tri-Party Agreement (“Tri-Party Agreement”) with OCC and each customer.
- d. Neither the execution and delivery of this Agreement, nor any act to be performed pursuant to this Agreement by, or on behalf of, Bank, will violate Bank’s charter, bylaws or other organizational documents, or any other material agreement which is binding upon Bank, or any provisions of law applicable to Bank.
- e. This Agreement is the legal, valid and binding obligation of Bank, enforceable against Bank in accordance with its terms, subject to the effects of bankruptcy, insolvency and equitable principles.

Bank covenants and agrees that it will continue to satisfy the foregoing Participating Escrow Bank eligibility criteria during the term of this Agreement; provided, that with respect to the eligibility criteria in Section 1.b above, Bank will maintain sufficient equity attributable to all outstanding shares of capital stock issued by Bank in an amount not less than the amount specified by OCC from time to time, provided that Bank may terminate this Agreement immediately upon the effectiveness of an increase in the capital requirement that would cause it to no longer be eligible to be a Participating Escrow Bank.

2. **Compliance with and Incorporation of Program Rules.** Bank shall abide by the Program Rules and shall be bound by all the provisions thereof and by all operating procedures adopted by OCC pursuant thereto, as either may be amended from time to time, including without limitation the financial requirements specified in Rule 610C(j)(8). The Program Rules shall be a part of the terms and conditions of every Deposit that may be made or maintained by Bank or any customer of Bank with OCC, while Bank is a Participating Escrow Bank. The following provisions of the Rules shall constitute the Program Rules, provided that OCC may amend this list to reflect one or more Program Rules' ceasing to be effective or in connection with any amendment to the Program Rules adopted pursuant to Section 3 below:

Article I of OCC's By-Laws – Definitions

Article XVII of OCC's By-Laws – Index Options and Certain Other Cash-Settled Options – Section 1 – Definitions

Chapter I of OCC's Rules – Definitions

OCC Rules 610, 610A, 610B and 610C – Deposits in Lieu of Margin

3. **Amendment.** No provision of this Agreement may be amended, supplemented or modified, or any of its terms waived, except by a written instrument executed by OCC and Bank, provided that Bank shall be bound by any amendment to the Program Rules and by all operating procedures adopted by OCC pursuant thereto as fully as though such amendment were now a part of the Program Rules or operating procedures without further consent by Bank. OCC agrees to provide 60 days' written notice prior to implementation of any amendments to the Program Rules. Bank may terminate this Agreement upon written notice to OCC within 30 days of such notification, with effectiveness as of the later of the implementation of such amendments to the Program Rules or applicable procedures or the receipt by OCC of such notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date until such Deposits are withdrawn or released, provided that during such period such rule change shall not be effective with respect to such Deposits.
4. **Instructions of OCC/UCC Jurisdiction.** Bank agrees that it will follow disbursement directions of OCC with respect to cash included within Deposits promptly and fully without further consent by the customer. Bank shall have no duty to investigate or make any determinations as to whether OCC is entitled to give disbursement directions with respect to Deposits and shall comply with such disbursement directions without regard to the authority or lack of authority to give such disbursement directions. Bank agrees that its "jurisdiction" (as described in Section 8-110 and 9-304 of the Uniform Commercial Code) for purposes of the Uniform Commercial Code as in effect in the State of Illinois is the State of Illinois.
5. **Binding Court Order or Judgment.** Nothing herein shall be deemed to require Bank to deliver a Deposit or any portion thereof in contravention of any court order or judgment binding on Bank in its capacity as Participating Escrow Bank, [which on its face affects such Deposit or portion thereof] [OPEN POINT]. Bank agrees that it will not take any action to cause the issuance of an order described in the preceding sentence.
6. **Default by Bank.** If at any time (a) Bank fails to comply with its obligations under this Agreement or the Program Rules, (b) any representation and warranty made or deemed made by the Bank hereunder or under the Program Rules is determined to have been false or misleading when made or deemed made or (c) Bank becomes insolvent (each a "Bank Default"), OCC shall have all remedies available to it under this Agreement, the Program Rules and all procedures adopted by OCC pursuant thereto, as well as all remedies available to it under applicable law (subject in all respects to Section 14 below).
7. **Term/Termination.** Either OCC or Bank may terminate this Agreement for any reason on 45 days' prior written notice, in which case the Agreement shall nonetheless remain in effect with regard to any outstanding Deposits outstanding as of the termination date, until such Deposits are withdrawn or released. Upon the occurrence of a Bank Default, OCC may terminate this Agreement immediately and disregard any existing Deposits pursuant to Rule 610C(r).

8. Access to Rules. Bank acknowledges that it has access to a copy of the Program Rules on OCC's website and has reviewed the Program Rules as in effect at the date of this Agreement.

~~by the Bank pursuant to outstanding escrow receipts and guarantee letters collateralizing put and call options, or (ii) the intrinsic value ("in the money" amount) of all such put and call options, does not exceed a dollar amount equal to 100% of the equity attributable to all outstanding shares of capital stock issued by the Bank.~~

~~1.4. During any period in which the amount referred to in clause (i) of Section 1.3 exceeds 100% of the stockholders' equity of the Bank, the Bank shall furnish to OCC, on a monthly basis, a computation setting forth the amount referred to in clause (ii) of Section 1.3, expressed as a percentage of the stockholders' equity of the Bank, for each business day during the preceding calendar month.~~

~~1.5. The Bank (i) holds the cash and/or securities specified in the Instruction in the United States of America as custodian for the account of a customer (the "Customer"), and the Customer or its agent has specifically authorized the Bank to submit the Instruction to OCC and to hold the cash and/or securities as an escrow deposit pursuant to the Rules of OCC in respect of the Customer's position ("short position") as a writer of the option contract(s) specified in the Instruction.~~

~~1.6. The Bank will not subject the deposit or any portion thereof to any right (including any right of setoff), charge, security interest, lien or claim of any kind in favor of the Bank or any person claiming through the Bank, and the Bank will promptly notify OCC, the Clearing Member of OCC named in the Instruction (the "Clearing Member"), the Broker, if any, named in the Instruction (the "Broker"), and the Customer, if any notice of lien, levy, court order or other process which purports to effect the deposit or any portion thereof is served upon it.~~

~~1.7. The Bank has been authorized by the Customer or its duly authorized representative to confirm the Customer's understanding that (i) if the short position specified in the Instruction is closed out under circumstances permitting the related escrow deposit to be withdrawn by the Clearing Member, it is the Customer's responsibility to ensure that the Clearing Member withdraws the escrow deposit from OCC, and until the escrow deposit is duly released by OCC, OCC will retain the right to demand delivery (in the case of an equity call option) or payment (in the case of an equity put option or an index option) of the deposit or its proceeds upon the assignment of an exercise notice to any short position in a series of options specified in the~~

~~Instruction carried in the Clearing Member's customers' account with OCC; and (ii) exercise notices assigned by OCC to short positions for which escrow deposits have been made by the Clearing Member are allocated to particular customers by the Clearing Member or by their respective brokers, and if the Clearing Member is suspended by OCC and OCC cannot promptly determine the identities of the assigned customers, OCC will reallocate such exercise notices, and such reallocation shall be binding on the Customer notwithstanding any contrary notice or confirmation which the Customer may have received from the Clearing Member or the Customer's broker.~~

~~1.8. If the Customer is the Bank acting in a fiduciary or similar capacity, or a trust or custodial or similar account maintained with the Bank, it is nonetheless understood that in submitting the Instruction to OCC and functioning as escrowee and bailee of the deposit pursuant to this Agreement, the Bank is acting in a wholly separate capacity, and not in its capacity as Customer. Nothing herein shall be deemed to require the Bank to deliver the deposit or any portion thereof in contravention of any court order or judgment binding on the Bank in its capacity as escrowee and bailee, which on its face affects such deposit or portion thereof.~~

~~**2. Escrow Deposits for Short Positions in Equity Calls.**~~

~~Upon submitting to OCC an Instruction in respect of a short position in equity call options, the Bank shall be deemed to represent and warrant to OCC and to agree with OCC, in addition to the Bank's representations, warrants, and agreements set forth in paragraph 1 above, as follows:~~

~~2.1. The Bank has by book entry or otherwise identified as comprising the deposited securities: (a) specific certificates in the possession of the Bank, (b) a quantity of securities that constitutes or is a part of a fungible bulk of securities in the possession of the Bank, (c) a quantity of securities that constitutes or is part of a fungible bulk of securities credited to the account of the Bank on the books of a "securities intermediary" (as defined in applicable provisions of the Uniform Commercial Code), or (d) any combination thereof.~~

~~2.2. To the extent that the deposited securities include securities described in clauses (a) or (b) of Section 2.1 above, such securities are in good deliverable form with any and all necessary endorsements (or the Bank has the unrestricted power to put such securities into good deliverable form) in accordance with applicable~~

market practice.

~~2.3. In the event that the terms of outstanding equity call option contracts of the series specified in the Instruction are adjusted pursuant to OCC's By Laws, then from and after the ex date for the event giving rise to the adjustment, the term "short position" as used herein shall be deemed to refer to the Customer's position as a writer of the equity call option contracts specified in the Instruction as so adjusted. If any such adjustment is made by reason of a distribution of securities or other property in respect of the deposited securities, then from and after the ex date for such distribution, the term "deposited securities" as used herein shall be deemed to include the distributed property; provided that if a delivery order is presented to the Bank pursuant to Section 21(a) of this Agreement prior to the Bank's receipt of the distributed property, the Bank shall not be obligated to deliver the distributed property until receipt thereof, but shall be obligated to deliver such property not later than three business days thereafter.~~

~~**3. Escrow Deposits for Short Positions in Equity Puts.**~~

~~Upon submitting to OCC an Instruction in respect of a short position in equity put options, the Bank shall be deemed to represent and warrant to OCC and to agree with OCC, in addition to the Bank's representations, warranties, and agreements set forth in paragraph 1 above, as follows:~~

~~3.1. The deposit consists of (a) cash, (b) Short Term U.S. Government Securities, or (c) any combination thereof.~~

~~3.2. The total value of the deposit as of the trade date specified in the Instruction (valuing Short Term U.S. Government Securities at the lesser of par value or 100% of their current market value) was not less than 105% of the product of (a) the number of contracts specified in the Instruction and (b) the aggregate exercise price (as defined in OCC's By Laws) per contract specified in the Instruction (the "Minimum Value").~~

~~3.3. To the extent that the deposit includes securities, the Bank has by book entry or otherwise identified as being included within the deposit: (a) specific certificates for such securities in the Bank's possession; (b) a quantity of such securities that constitutes or is part of a fungible bulk of securities in the Bank's possession; (c) a quantity of such securities that constitutes or is part of a fungible bulk of securities~~

~~credited to the account of the Bank on the books of a Federal Reserve Bank or other "securities intermediary" (as defined in applicable provisions of the Uniform Commercial Code); or (d) any combination thereof.~~

~~3.4. To the extent that the deposit includes securities described in clause (a) or (b) of Section 3.3 above, such securities are in good deliverable form with any and all necessary endorsements (or the Bank has the unrestricted power to put such securities into good deliverable form) in accordance with applicable market practice.~~

~~3.5. The Customer or its duly authorized representative has duly authorized the Bank to liquidate any securities included in the deposit to the extent necessary to perform the Bank's obligations~~
~~under this Agreement.~~

~~3.6. Upon the instructions of the Customer or its duly authorized representative, the Bank may from time to time substitute cash or Short Term U.S. Government Securities for any property theretofore included in the deposit, provided that (a) the current value of the substituted property, valued in accordance with Section 3.2 above, is at least equal to that of the property for which it is substituted, and (b) the representations made in Sections 3.3, 3.4 and 3.5 above remain true and correct after giving effect to such substitution.~~

~~3.7. Upon the request of OCC, the Clearing Member, or the Broker (collectively, the "Beneficiaries") at any time, the Bank will promptly provide such Beneficiary with a written listing of the cash and/or Short Term U.S. Government Securities then included within the deposit. If the total value of the deposit (valued in accordance with Section 3.2 above) shall at the close of any business day be less than 100% of the Minimum Value, the Bank shall promptly notify the Customer or its duly authorized representative thereof and request that the deposit be supplemented. If the total value of the deposit (valued in accordance with Section 3.2 above) shall at the close of any business day be less than 97.5% of the Minimum Value, whether or not a request to the Customer for supplementation is then pending, the Bank will immediately advise the Beneficiaries in writing thereof. Such advice may be via facsimile or other electronic transmission if followed by immediate telephonic confirmation thereof.~~

~~3.8. In the event that the terms of outstanding equity put option contracts of the series specified in the~~

~~Instruction are adjusted pursuant to OCC's By Laws, then from and after the ex date for the event giving rise to the adjustment, the term "short position" as used herein shall be deemed to refer to the Customer's position as a writer of the equity put option contracts specified in the Instruction as so adjusted, and the term "underlying security" shall be deemed to refer to the securities, cash, and/or other property deliverable upon exercise of such adjusted equity put option contracts. If any such adjustment is made by reason of a distribution of securities or other property, and a payment order is presented to the Bank pursuant to Section 21(b) of this Agreement prior to receipt of the distributed property by the party presenting the payment order, such party's failure to deliver the distributed property to the Bank shall not defer or otherwise affect the Bank's obligation to make full payment hereunder, but such party shall be obligated to deliver the distributed property to the Bank not later than three business days following receipt thereof.~~

~~**4. Escrow Deposits for Short Positions in Index Calls**~~

~~Upon submitting to OCC an Instruction in respect of a short position in index call options, the Bank shall be deemed to represent and warrant to OCC and to agree with OCC, in addition to the Bank's representations, warranties, and agreements set forth in paragraph 1 above, as follows:~~

~~4.1. The deposit consists of (a) cash, (b) Short Term U.S. Government Securities, (c) common stocks listed on a national securities exchange or the Nasdaq Stock Market, or (d) any combination thereof. As used in this Section 4.1, the term "common stocks" includes stock fund shares that are listed on a national securities exchange or the Nasdaq Stock Market and are of a class that has been approved by OCC.~~

~~4.2. The total value of the deposit as of the trade date specified in the Instruction (valuing Short Term U.S. Government Securities at the lesser of par value or 100% of their current market value and Common Stocks at their closing sale prices, if subject to last sale reporting, or their closing bid prices, if not subject to last sale reporting) was not less than the product of (a) the number of contracts specified in the Instruction and (b) the aggregate closing index value per contract at trade date specified in the Instruction.~~

~~4.3. To the extent that the deposit includes securities, the Bank has by book entry or otherwise identified as being included within the deposit: (a) specific certificates for such securities in the Bank's~~

~~possession; (b) a quantity of such securities that constitutes or is part of a fungible bulk of securities in the Bank's possession; (c) a quantity of such securities that constitutes or is part of a fungible bulk of securities credited to the account of the Bank on the books of a Federal Reserve Bank or other "securities intermediary" (as defined in applicable provisions of the Uniform Commercial Code); or (d) any combination thereof.~~

~~4.4. To the extent that the deposit includes securities described in clause (a) or (b) of Section 4.3 above, such securities are in good deliverable form with any and all necessary endorsements (or the Bank has the unrestricted power to put such securities into good deliverable form) in accordance with applicable market practice.~~

~~4.5. The Customer or its duly authorized representative has duly authorized the Bank to liquidate any securities included in the deposit to the extent necessary to perform the Bank's obligations under this Agreement.~~

~~4.6. The Bank maintains a written affirmation from the Customer or its duly authorized representative stating that all index call options written for the Customer's account and covered by escrow deposits with the Bank are written against a diversified stock portfolio.~~

~~4.7. Upon the instructions of the Customer or its duly authorized representative, the Bank may from time to time substitute cash, Short Term U.S. Government Securities or Common Stocks for any property theretofore included in the deposit, provided that (a) the current value of the substituted property, valued in accordance with Section 4.2 above, is at least equal to that of the property for which it is substituted, and (b) the representations made in Sections 4.3, 4.4, and 4.5 above remain true and correct after giving effect to such substitution.~~

~~4.8. Upon the request of a Beneficiary at any time, the Bank will promptly provide such Beneficiary with a written listing of the cash, Short Term U.S. Government Securities and/or Common Stocks then included within the deposit. If the total value of the deposit (valued in accordance with Section 4.2 above) shall at the close of any business day be less than 55% of the product of (a) the number of contracts specified in the Instruction and (b) the "Aggregate Current Index Value" of the underlying index (as defined in OCC's By-Laws), the Bank shall~~

~~promptly notify the Customer or its duly authorized representative thereof and request that the deposit be supplemented. If the total value of the deposit (valued in accordance with Section 4.2 above) shall at the close of any business day be less than 50% of said product, whether or not a request to the Customer for supplementation is then pending, the Bank will immediately advise the Beneficiaries in writing thereof. Such advice may be via facsimile or other electronic transmission if followed by immediate telephonic confirmation thereof. If any Common Stock included in the deposit shall cease to meet the requirements of Section 4.1(c) above, such Common Stock shall be assigned a value of zero for the purposes of any computation of total value hereunder.~~

5. Escrow Deposits for Short Positions in Index Puts.

~~Upon submitting to OCC an Instruction in respect of a short position in index put options, the Bank shall be deemed to represent and warrant to OCC and to agree with OCC, in addition to the Bank's representations, warranties, and agreements set forth in paragraph 1 above, as follows:~~

~~5.1. The deposit consists of (a) cash, (b) Short Term U.S. Government Securities, or (c) any combination thereof.~~

~~5.2. The total value of the deposit as of the trade date specified in the Instruction (valuing Short Term U.S. Government Securities at the lesser of par value or 100% of their current market value) was not less than the product of (a) the number of contracts specified in the Instruction and (b) the aggregate exercise price (as defined in OCC's By Laws per contract specified in the Instruction (the "Contract Value").~~

~~5.3. To the extent that the deposit includes securities, the Bank has by book entry or otherwise identified as being included within the deposit: (a) specific certificates for such securities in the Bank's possession; (b) a quantity of such securities that constitutes or is part of a fungible bulk of securities in the Bank's possession; (c) a quantity of such securities that constitutes or is part of a fungible bulk of securities credited to the account of the Bank on the books of a Federal Reserve Bank other or "securities intermediary" (as defined in applicable provisions of the Uniform Commercial Code); or (d) any combination thereof.~~

~~5.4. To the extent that the deposit includes securities described in clause (a) or (b) of Section 5.3~~

~~above, such securities are in good deliverable form with any and all necessary endorsements (or the Bank has the unrestricted power to put such securities into good deliverable form) in accordance with applicable market practice.~~

~~5.5. The Customer or its duly authorized representative has duly authorized the Bank to liquidate any securities included in the deposit to the extent necessary to perform the Bank's obligations under this Agreement.~~

~~5.6. Upon the instructions of the Customer or its duly authorized representative, the Bank may from time to time substitute cash or Short Term U.S. Government Securities for any property theretofore included in the deposit, provided that (a) the current value of the substituted property, valued in accordance with Section 5.2 above, is at least equal to that of the property for which it is substituted, and (b) the representations made in Sections 5.3, 5.4 and 5.5 above remain true and correct after giving effect to such substitution.~~

~~5.7. Upon the request of a Beneficiary at any time, the Bank will promptly provide such Beneficiary with a written listing of the cash and/or Short Term U.S. Government Securities then included within the deposit. If the total value of the deposit (valued in accordance with Section 5.2 above) shall at the close of any business day be less than 55% of the Contract Value, the Bank shall promptly notify the Customer or its duly authorized representative thereof and request that the deposit be supplemented. If the total value of the deposit (valued in accordance with Section 5.2 above) shall at the close of any business day be less than 50% of the Contract Value, whether or not a request to the Customer for supplementation is then pending, the Bank will immediately advise the Beneficiaries in writing thereof. Such advice may be via facsimile or other electronic transmission if followed by immediate telephonic confirmation thereof.~~

II. ~~ON-LINE ACCESS~~

~~6. Access Fee.~~

~~The Bank shall pay a fee (the "access fee") to OCC for access to the Escrow Deposit Processing System in accordance with OCC's schedule of fees in effect from time to time. The access fee will cover the telecommunications costs of providing on-line access to the System to the Bank.~~

~~7. On-Line Security.~~

~~The Bank shall deliver to OCC upon execution of this Agreement and from time to time, as appropriate, an Authorized Signature List containing the names and specimen signatures of persons duly authorized by all necessary action to act, and/or to designate persons to act, on behalf of the Bank in connection with the Agreement (each an "Authorized Person") accompanied by a certificate signed by the appropriate Bank officer and documentation attesting to the authorization of each Authorized Person and the authenticity of each signature. The Bank hereby authorizes OCC to act in reliance thereon and in reliance on the instructions provided or purported to be provided by an Authorized Person or its designee. When practicable, Bank shall provide to OCC notice of any change of Authorized Persons or other relevant information, such as addresses or telephone numbers, at least fifteen (15) days prior to the effective date of such change. If it is impracticable for Bank to give OCC fifteen (15) days' prior notice of any such change, Bank shall give OCC as much prior notice thereof as is practicable in the circumstances. Until OCC receives notice of any change of Authorized Persons, OCC shall be authorized to rely on instructions provided or believed by OCC in good faith to be provided by any Authorized Person listed on the most current Authorized Signature List.~~

III. ~~ESCROW TRANSACTIONS~~

~~8. Confirmation of Escrow Deposits.~~

~~Upon agreeing with a customer to hold cash and/or securities as an escrow deposit, the Bank shall submit an online deposit Instruction to OCC. A deposit Instruction shall specify such information as OCC may from time to time prescribe in its escrow deposit program operations manual.~~

~~9. Rollover of Escrow Deposit.~~

~~Upon being instructed by a customer to "roll over" an escrow deposit to cover a short position other than the~~

~~short position previously covered by such deposit, the Bank shall submit an on-line rollover instruction to OCC. A roll-over instruction shall specify such information as OCC may from time to time prescribe in its escrow deposit program operations manual and shall be subject to approval by the Clearing Member carrying the relevant short position. Rollover instructions shall not be submitted after expiration of the contract covered by the escrow deposit. Any rollover instructions submitted after expiration of the contract will be disregarded and eliminated from OCC's Escrow Deposit Processing System.~~

~~**10. Withdrawal of Escrow Deposit Before Expiration.**~~

~~Prior to being released as provided in Section 14 below, an escrow deposit made in accordance with this Agreement may be withdrawn by the Clearing Member carrying the short position covered by the deposit, or, with the approval of such Clearing Member, by the Bank for the account of such Clearing Member through submission of an online escrow withdrawal instruction to OCC.~~

~~**11. On-Line Transaction and Inquiry Reports.**~~

~~On each business day, OCC shall make available to the Bank and to each OCC Clearing Member on-line reports listing all escrow deposit, rollover, and withdrawal instructions submitted to OCC on that business day with respect to escrow deposits held by the Bank for such Clearing Member, and the net premiums (if any) specified by the initiating party as payable to or by the Bank in connection with each such instruction. Except as otherwise provided in this Agreement, instructions not involving premium payments shall be executed without further action by the Bank or the Clearing Member. Instructions involving premium payments ("Valued Instructions") shall be executed only with the approval of the non-initiating party. At or before such time as OCC shall prescribe on the business day on which a Valued Instruction is submitted, the non-initiating party may approve or reject such instruction through electronic means prescribed by OCC for such purpose. If a Valued Instruction is rejected or is not approved by such time as OCC shall prescribe on the business day on which it is submitted, the instruction shall be disregarded and eliminated from OCC's Escrow Deposit Processing System.~~

~~**12. On-Line Escrow Settlement Reports.**~~

~~At or before 9:00 A.M. (Central Time) on each business day, OCC shall make available to the Bank an on-line~~

~~escrow settlement report listing all deposit, rollover, and withdrawal instructions involving the Bank from the previous business day's on-line escrow activity, other than Valued Instructions that were not approved. All instructions listed on the escrow settlement report shall be deemed to have been executed by OCC as of the opening of business on that business day, except to the extent that OCC notifies the Bank that it has rejected one or more instructions pursuant to Section 18 hereof.~~

~~13. Reserved.~~

~~14. Release of Escrow Deposits on Expiration.~~

~~Any escrow deposit made in accordance with this Agreement in respect of equity options shall be released by OCC on its own initiative at 6:00 P.M. (Central Time) on the first business day after the exercise settlement date for the short position covered by the deposit, unless (i) OCC has received notice from National Securities Clearing Corporation or any successor thereto ("NSCC") indicating that the settlement obligations in respect of such short position have not been met by the Clearing Member carrying such short position or the member of NSCC effecting settlements of exercises and assignments on such Clearing Member's behalf, in which case the deposit shall not be released until the first business day after OCC receives confirmation that it shall have no obligations in respect of the short position, or (ii) if OCC has directed that the exercise be settled otherwise than through NSCC, until OCC receives confirmation that settlement has been made and notifies the Bank, in accordance with the terms hereof, that the deposit is released. Any escrow deposit made in accordance with this Agreement in respect of index options shall be released by OCC on its own initiative at 6:00 P.M. (Central Time) on the exercise settlement date, unless the Clearing Member carrying such short position is not in full compliance with its settlement obligations in the account in which such deposit is held.~~

~~15. Maintenance of Settlement Account.~~

~~If the Bank desires to enter escrow deposit or withdrawal Instructions involving premium payments, the Bank shall maintain an account ("Settlement Account") with a bank approved by OCC in accordance with its Rules as a Clearing Bank, for the purpose of accommodating cash settlements hereunder between the Bank and Clearing Members of OCC. If the Bank is itself a Clearing Bank, the Bank shall designate a proprietary account to be used for that purpose. The Bank shall authorize OCC to make deposits to its Settlement Account or withdraw funds from its Settlement Account for the~~

~~purposes hereinafter set forth.~~

~~16. Cash Settlement Procedures.~~

~~Any on-line escrow deposit or escrow rollover Instruction may specify any net premium payable to the Bank in connection therewith. Any on-line escrow withdrawal Instruction may specify any net premium payable by the Bank in connection therewith. Subject to the provisions of Sections 18 and 19 hereof, OCC shall act as agent for the Bank and for Clearing Members of OCC in effecting settlement of such premium payment obligations, as hereinafter provided.~~

- ~~(a) At or before 9:00 A.M. (Central Time) on each business day, OCC shall:~~
- ~~(1) withdraw from the Bank's Settlement Account an amount equal to the net premium, if any, shown on that day's on-line escrow settlement report as payable by the Bank to Clearing Members of OCC (in the aggregate) in connection with escrow deposits, rollovers, and withdrawals; and~~
 - ~~(2) charge the regular OCC settlement account of each Clearing Member with an amount equal to the net premiums, if any, shown on that day's on-line escrow settlement report as payable by that Clearing Member to the Bank.~~
- ~~(b) At or before 10:00 A.M. (Central Time) on each business day, OCC shall:~~
- ~~(1) deposit in the Bank's Settlement Account an amount equal to the net premiums, if any, shown on that day's on-line escrow settlement report as payable to the Bank by Clearing Members of OCC (in the aggregate) in connection with escrow deposits, rollovers, and withdrawals; and~~
 - ~~(2) credit the regular OCC settlement account of each Clearing Member with an amount equal to the net premium, if any, shown on that day's on-line escrow settlement report as payable to that Clearing Member by the Bank.~~

~~It is understood and agreed that in facilitating cash settlements between the Bank and Clearing Members as provided herein, OCC shall act solely as agent for the parties to each settlement, and shall have no obligation (except such obligations as it may expressly assume pursuant to Section 18 hereof) to credit or deposit to the account of any party~~

~~funds not collected from the other party as provided above.~~

~~**17. Cash-Only Entries.**~~

~~Errors made by the Bank or a Clearing Member in specifying the premium due in connection with any escrow deposit, escrow rollover, or escrow withdrawal may be corrected by the submission to OCC, either by the party who made the error or by the other party, of an on-line cash-only entries instruction. Cash-only entries instructions shall be subject to being rejected or disregarded in the same manner as escrow deposit activity. Each daily settlement provided for in Section 16 hereof shall include any cash-only entries instructions initiated by or directed to the Bank which are shown on that day's escrow settlement report. Cash only entries shall be used solely for the purpose of correcting errors made by the Bank or a Clearing Member in connection with escrow deposits, rollovers, and withdrawals, and for no other purpose.~~

~~**18. Defaults by Clearing Members.**~~

~~(a) If a Clearing Member fails to meet its settlement obligations with OCC on any business day, OCC shall have the option of accepting or rejecting any escrow withdrawal by such Clearing Member that would otherwise become effective on such business day. If OCC rejects a withdrawal for which moneys are payable by the Bank to the Clearing Member, the settlement amount payable to or by the Bank on that business day shall be adjusted accordingly.~~

~~(b) If a Clearing Member fails to meet its settlement obligations with OCC on a day on which moneys are payable by the Clearing Member to the Bank through the facilities of OCC in respect of escrow deposits or rollovers (whether or not such moneys net out against moneys payable by the Bank to the Clearing Member or other Clearing Members on the same day), OCC shall have the option of accepting or rejecting each deposit or rollover for which moneys are payable by the Clearing Member to the Bank. If OCC accepts a deposit or rollover, it shall credit to the Bank's Settlement account, on behalf of the Clearing Member, the premium payable by the Clearing Member to the Bank in respect thereof. If OCC rejects a deposit or rollover, the settlement amount payable to or by the Bank on that business day shall be adjusted accordingly, and the Bank shall have no further responsibility to OCC in respect of such deposit or rollover (but shall continue, in the case of a rollover, to be obligated to OCC in respect of the previous escrow deposit sought to be rolled over). The Bank's rights against OCC in the event of a default by a Clearing Member shall be limited to the right to require OCC to elect one of the foregoing options, and in no event shall the Bank have the right to offset~~

~~against its settlement obligations hereunder any premiums payable to the Bank by the defaulting Clearing Member in respect of escrow deposits or rollovers rejected by OCC as provided above. If a Clearing Member meets its settlement obligations to OCC in part, any funds collected by OCC shall be applied first to the Clearing Member's obligations to OCC, and only the excess, if any, shall be applied against the Clearing Member's obligations to the Bank. In the event that any excess is so applied, it shall be deemed to have been applied first against the Clearing Member's obligations to the Bank in respect of cash-only entries, and second against the Clearing Member's obligations in respect of escrow deposits and rollovers. If the excess is insufficient to cover the Clearing Member's obligations in respect of escrow deposits and rollovers, OCC shall designate the particular deposits and rollovers for which payment shall be deemed to have been made, and shall elect one of the options referred to in the first sentence of this Section 18(b) with respect to any escrow deposit or rollover for which payment is not deemed to have been made. Except to the extent that OCC elects to accept deposits or rollovers as provided above, OCC shall have no responsibility to the Bank for any premiums payable to the Bank by a defaulting Clearing Member.~~

~~(c) Designations and elections made by OCC pursuant to this Section shall be communicated by OCC to the Bank prior to 12:00 Noon (Central Time) on the date of the Clearing Member's default, or as soon as practicable thereafter; and, if not initially communicated by telegram or in writing, shall be confirmed by telegram or in writing promptly thereafter.~~

~~(d) If the Bank shall at any time be advised by OCC that a Clearing Member has defaulted in meeting its settlement obligations with OCC (whether or not on a day on which moneys were payable to the Bank by such Clearing Member hereunder), the Bank shall, at OCC's request, disclose to OCC the identity of each customer for whom the Bank is holding an escrow deposit made by the Bank for the account of the defaulting Clearing Member.~~

19. Default by Bank.

~~If the Bank shall fail to meet its settlement obligations hereunder on any business day, OCC shall nonetheless accept any escrow rollovers or withdrawals for which settlement was to have been made by the Bank (provided that the affected Clearing Members would be in compliance with their margin obligations after giving effect thereto), but such~~

~~acceptance shall not prejudice or impair such rights as such Clearing Members may have against the Bank or its customers. OCC shall in no event have any responsibility to any Clearing Member for premiums payable by the Bank hereunder.~~

~~20. Effect of Release or Withdrawal of Escrow Deposit.~~

~~The release of an escrow deposit by OCC or the withdrawal of an escrow deposit from OCC in accordance with the provisions of this Agreement shall have the effect of releasing any and all rights of OCC against the Bank with respect to the deposit. Subject (in the case of a withdrawal) to Section 19 hereof, such release or withdrawal shall also release any and all rights of the Clearing Member for whose account the escrow deposit was made provided, however, that if any on-line report referred to in Section 11 above indicates that an exercise notice has been allocated to a short position covered by an escrow deposit that is being withdrawn or released, the Bank shall be prohibited from returning the deposit to the Customer and shall remain obligated (i) as to any stock option escrow deposit, to deliver to the Clearing Member for whose account the deposit was made (x) in the case of a deposit made in respect of one or more calls, the underlying securities deposited against payment of the aggregate exercise price of the call(s) covered by such deposit (less all applicable commissions and other charges), upon presentation by the Clearing Member of a duly executed delivery order in the form attached hereto as Exhibit A, or (y) in the case of a deposit made in respect of one or more puts, the aggregate exercise price of the put(s) covered by such deposit (plus all applicable commissions and other charges) against delivery of the underlying securities, upon presentation by the Clearing Member of a duly executed payment order in the form attached hereto as Exhibit B, or (ii) as to any index option escrow deposit, to pay to the Clearing Member the exercise settlement amount (plus any applicable commissions or other charges) upon presentation by the Clearing Member of a duly executed payment order in the form attached hereto as Exhibit B. The release or withdrawal of an escrow deposit as provided herein shall not affect the rights of any Broker specified in the Instruction by which the deposit was made, and the Bank shall not return the deposit, or any portion thereof, to its customer without first having been authorized to do so by such Broker.~~

~~21. Delivery or Payment by the Bank.~~

~~(a) Upon presentation of a duly executed delivery order (which shall constitute an "entitlement order" for purposes of the 1994 revision of Article 8 of the Uniform Commercial Code) in the form attached hereto as Exhibit A~~

~~relating to escrow deposits held by the Bank hereunder covering equity call options carried in a short position:~~

- ~~(1) by OCC at any time prior to the release or withdrawal of the escrow deposit, or~~
- ~~(2) at any time after the release or withdrawal of the escrow deposit,~~
 - ~~(i) by the Clearing Member for whose account the escrow deposit was made (provided that such Clearing Member's rights have not theretofore been released pursuant to Section 20 hereof), or~~
 - ~~(ii) by the Broker, if any, specified in the Instruction by which the deposit was made (provided that such Broker has not theretofore authorized the Bank to return the deposit, or any portion thereof, to its customer), with the consent of the aforesaid Clearing Member endorsed on such delivery order;~~

~~the Bank will deliver all or any part of the deposit to the order of the party presenting the delivery order, against payment to the Bank of the exercise price of the call(s) covered by the deposit to be delivered, less all applicable commissions and other charges.~~

~~(b) Upon presentation of a duly executed payment order (which shall constitute an "entitlement order" for purposes of the 1994 revision of Article 8 of the Uniform Commercial Code) in the form attached hereto as Exhibit B relating to escrow deposits held by the Bank hereunder covering equity put options or index put or call options carried in a short position:~~

- ~~(1) by OCC at any time prior to the release or withdrawal of the escrow deposit, or~~
- ~~(2) at any time after the release or withdrawal of the escrow deposit,~~
 - ~~(i) by the Clearing Member for whose account the escrow deposit was made (provided that such Clearing Member's rights have not theretofore been released pursuant to Section 20 hereof), or~~
 - ~~(ii) by the Broker, if any, specified in the Instruction by which the deposit was made (provided that such Broker has not theretofore authorized the Bank to return the deposit, or any portion thereof, to its customer), with the consent of the aforesaid~~

9. Secure Website Access Agreement. Bank's use of OCC's Escrow Deposit Processing System in connection with the transactions contemplated by this Agreement shall be governed by the Secure Website Access Agreement entered into between the Bank and OCC.

10. Assignment; Beneficiaries. The rights and obligations of Bank hereunder shall not be assignable without the written consent of OCC. This Agreement shall be binding upon, and inure to the benefit of, Bank and its successors and assigns, and shall also inure to the benefit of OCC and its successors and assigns.

11. GOVERNING LAW AND CONSENT TO JURISDICTION. THIS AGREEMENT IS DEEMED TO BE MADE UNDER, AND SHALL BE CONSTRUED BY, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. BANK IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE PROGRAM. OCC AND BANK WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROGRAM.

~~Clearing Member endorsed on such payment order; the Bank will pay in cash to the order of the party presenting the payment order, out of the deposit or its proceeds, the amount specified in such payment order. If Paragraph A is marked in such payment order, such payment shall be made against delivery to the Bank of the securities underlying the number of exercised put option contracts specified in the payment order.~~

~~IV. MISCELLANEOUS~~

~~22. Force Majeure~~

~~Neither party shall be liable for any delay in delivery or payment for nondelivery or nonpayment, in whole or in part, caused by the occurrence of any contingency beyond the control of such party, including, but not limited to, work stoppages, fires, civil disobedience, riot, rebellion, accident, explosion, flood, storm, Acts of God, power failures, equipment malfunctions, and similar occurrences.~~

~~Notwithstanding the above, if unusual or unforeseen conditions (including but not limited to power failures or equipment malfunctions) prevent either party from submitting any report, notice, instruction, data or other item via on line data entry prior to any applicable cut off time, OCC may in its discretion (i) require that such items be provided by other approved means, including the use of hard copy forms, and/or (ii) extend the applicable cut off time by such period as OCC deems reasonable, practicable and equitable under the circumstances~~

~~23. Waiver.~~

12. Miscellaneous. No ~~waiver by either party of any breach by the other of this Agreement shall be deemed a waiver of any other breach of this Agreement. The section headings used in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement~~failure by OCC to exercise, and no delay in exercising, any right under this Agreement waives that right. This Agreement may be executed in any number of counterparts, each of

which shall be deemed to be an original and all of which, together shall constitute one instrument. This Agreement, including the Program Rules and all operating procedures adopted by OCC pursuant thereto, constitutes the entire agreement and understanding between the parties with respect to the Program. In the event that any one or more of the provisions ~~contained in this Agreement shall for any reason be~~ held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, ~~but~~. Section headings used in this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein are for convenience of reference only and shall not define or limit the provisions of this Agreement.

13. Notices. All notices or other communications to be given in writing shall be sent to the addresses provided below. In addition, any notice of a material change from Bank pursuant to Rule 610C(1) shall also be provided via email to [banknotifications@occ.com] **[OCC TO CONFIRM.]**

14. Limitation of Bank Liability. Bank has no duties with respect to the Program other than those expressly set forth herein, in each Tri-Party Agreement to which Bank is a party, and in the Program Rules and operating procedures. Bank shall have no liability for losses arising in connection with the Program other than those caused by its own breach of its obligations in respect of the Program (including a breach of this Agreement or any Tri-Party Agreement among OCC, Bank and any customer of Bank or a violation of the Program Rules) or by its own negligence, fraud or willful misconduct. Bank shall not be liable for any special, indirect, consequential or punitive damages of any form incurred by any person or entity with respect to Bank's performance or nonperformance under this Agreement. In addition, Bank shall have no liability for any damage, loss, expense or liability of any nature that OCC or Customer may suffer or incur caused by an event beyond the control of Bank.

~~24. Complete Agreement.~~

~~This Agreement supersedes in all respects all prior proposals, negotiations, conversations, discussions and~~

agreements, including any on line escrow deposit agreement, ~~between the parties concerning the subject matter hereof.~~

~~25. Effective Date.~~

~~This Agreement shall become effective upon the later of (i) execution of this Agreement by all the parties or (ii) the Bank being notified by OCC so that the procedures contemplated by this Agreement may be commenced.~~

~~26. Business Day.~~

~~The term "business day," as used herein, shall be deemed to refer to any day other than a Saturday or a Sunday on which both OCC and the Bank are open for business. OCC may, for reasons of convenience, issue any reports provided for hereunder on any day on which OCC is open for business, but if the Bank is not open for business on that day, the Bank shall have no obligation to respond to any such report, or to effect any cash settlement, until the next business day, as defined herein.~~

~~27. Termination.~~

~~Either party may terminate this Agreement at any time by giving written notice of termination to the other, but such termination shall not become effective until all escrow deposits made by the Bank hereunder have been released or withdrawn, and all deposited cash and securities have either been returned to the Bank's customers, with the authorization of any interested Clearing Members and Brokers, or delivered in accordance with Section 21 hereof.~~

~~28. Notices.~~

~~All notices or other communications to be given in writing shall be sent to the following address:~~

OCC: Director	BANK:
Treasury Operations	
The Options Clearing Corporation	
One North Wacker Drive, Suite 500	
Chicago, Illinois 60606	
Phone: (312) 322-6200	
Fax: (312) 322-6270	

~~WITH A COPY TO:~~

~~General Counsel
The Options Clearing Corporation
One North Wacker Drive, Suite 500
Chicago, Illinois 60606
Phone: (312) 322-6269
Fax: (312) 322-6280~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers,
as of the date first set

forth
above.

~~THE OPTIONS CLEARING CORPORATION~~ _____

Name: _____

By: _____ Title: _____

BANK: Name: By: Title: _____

~~THE OPTIONS CLEARING CORPORATION~~

~~DELIVERY ORDER~~

C.M. NO.

CLEARING MEMBER NAME

SETTLEMENT DATE

The undersigned hereby certifies to _____ ("the Bank") that

exercise notices filed with The Options Clearing Corporation ("OCC") have been allocated to short positions carried by the above Clearing Member ("Clearing Member") in its customers' account, which short positions are covered by the deposit of securities in escrow with the Bank pursuant to the Escrow Deposit Agreement between the Bank and OCC, as set forth below:

Table with 11 columns: *ASSIGNED SHARE QUANTITY, ASSIGNED CONTRACT QUANTITY, P/C, SYMBOL, OLD, EXPIRATION MO-DA-YR, EXER PRICE DOL-FRAC, BROKER DEALER, CUSTOMER ACCOUNT NUMBER, CUSTOMER NAME, **SETTLEMENT PRICE. The table contains multiple empty rows.

*Aggregate exercise price less applicable commissions and other charges.

TOTAL TOTAL \$ TOTAL
SHARES CONTRACTS

The undersigned hereby demands delivery, of the above securities against payment (which is tendered herewith) of the aggregate exercise price therefor, less all applicable commissions and other charges.

Date: _____

Check one

~~== The Options Clearing Corporation~~

~~== Clearing Member~~

By: _____

~~(Name of Non-Clearing Broker)~~

~~(Authorized Signature)~~

~~If this Delivery Order is submitted by a Non-Clearing Broker, the above-named Clearing Member hereby consents thereto.~~

By:

EXHIBIT B

~~THE OPTIONS CLEARING CORPORATION~~

~~PAYMENT ORDER~~

~~C.M. NO.~~

~~CLEARING MEMBER NAME~~

~~SETTLEMENT DATE~~

The undersigned hereby certifies to _____ ("the Bank") that exercise notices

filed with The Options Clearing Corporation ("OCC") have been allocated to (i) equity put options, or (ii) index put or call option contracts carried by the above Clearing Member ("Clearing Member") in short positions in its customers account, which short positions are covered by the deposit of property in escrow with the Bank pursuant to the Escrow Deposit Agreement between the Bank and OCC, as set forth below:

~~ASSIGNED~~

~~BROKER~~

~~CUSTOMER~~

~~CONTRACT~~

~~EXPIRATION~~

~~EXER PRICE~~

~~DEALER~~

~~ACCOUNT~~

~~""SETTLEMENT~~

~~QUANTITY~~

~~P/C~~

~~SYMBOL~~

~~Q.L.D.~~

~~M.O. Y.R.~~

~~D.Q.L. FRAC.~~

~~NUMBER~~

~~NUMBER~~

~~CUSTOMER NAME~~

~~PRICE~~

"Sum of exercise settlement amount plus any applicable commissions and other charges.

TOTAL \$ TOTAL

CONTRACTS

The undersigned hereby demands payment, out of the deposited property or its proceeds, of the total exercise settlement value set forth above

Date:

Check one

== The Options Clearing Corporation ==

The Options Clearing Corporation
Clearing Member

== Clearing Member

==

By: _____

By: _____

(Authorized Signature)

(Name of Non-Clearing Broker)

(Authorized Signature)

(Name of Non-Clearing Broker)

(Authorized Signature)

If this Delivery Order is submitted by a Non-Clearing Broker, the above-named Clearing Member hereby consents thereto.

By:-

THE OPTIONS CLEARING CORPORATION

BANK

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Address:

Address:

Email:

Email: